



**FIXED PRICE  
RESEARCH & DEVELOPMENT SUBCONTRACT**

**Specimen Subcontract**

**BETWEEN**

**CALIFORNIA INSTITUTE OF TECHNOLOGY  
JET PROPULSION LABORATORY  
(The "Institute" or "JPL")  
4800 OAK GROVE DRIVE  
PASADENA, CALIFORNIA 91109-8099**

**AND**

**TBD**

**THIS SUBCONTRACT FOR**

**Variable Tilt Terrain Platform (VTTP)**

**IS A**

**SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT**

**TASK ORDER NO. NMO710764**

A DO - C9 Rating is assigned to this Subcontract under DMS Regulation 1

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The following documents are incorporated into and made a material part of this Subcontract.

World Wide Web: <http://acquisition.jpl.nasa.gov/e2000.htm>

GENERAL PROVISIONS (GPs): Fixed-Price Research and Development Subcontract R 12/04, with Included Exhibits.

- JPL 1737, "Release of Information" R 9/99
- JPL 2385, "Notification to Prospective Contractors of JPL's Ethics Policies and Anti-Kickback Hotline" R 7/91
- JPL 2892, "Certifications" R 8/01
- JPL 2895, "Asbestos Notification" R 9/98
- Notice of Potential Tax Withholding R 7/03

ADDITIONAL GENERAL PROVISIONS (AGPs)

New Technology R 9/04                      **OR**  
Patent Rights - Retention By The Contractor (Short Form) R 9/04                      **OR**  
Invention Reporting and Rights - Foreign R 9/04

Designation of New Technology Representative and Patent Representative 9/04  
Duty-Free Entry R 9/04 (*if applicable*)  
Integration of Environment, Safety and Health into the Subcontractor's Management System R 9/04

Progress Payments R 9/04 (*if applicable*)                      **OR**  
Progress Payments - Small Business R 9/04 (*if applicable*)  
Safety and Health R 9/04  
Taxes - Foreign Fixed-Price Contract 9/04

PREAMBLE

This Subcontract, entered into on **TBD** by and between the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the "Institute" or "JPL"), a corporation organized and existing under the laws of the State of California, and **TBD** (hereinafter called the "Subcontractor"), a corporation organized and existing under the laws of the State of **TBD** and constituting a subcontract under Prime Contract NAS7-03001 between the Institute and the Government;

WITNESSETH THAT:

The Subcontractor agrees to furnish and deliver the supplies and perform the services set forth in this Subcontract for the consideration stated herein.

## SCHEDULE

### ARTICLE 1. STATEMENT OF WORK AND DELIVERY INSTRUCTIONS

On or Before

1.0 The Subcontractor shall design, analyze, fabricate, test, and document a Variable Tilt Terrain Platform (VTTP) in support of the Mars Science Laboratory (MSL) Touchdown Dynamics Testbed (TDT) and Mobility Technology tasks. Elements of the VTTP include:

1.0.1 One VTTP and associated support and safety hardware

1.0.2 Pallets, storage system and secondary support structures

1.0.3 Driving surface weather cover

1.0.4 Templates for locating the tilt platform attach points onto the foundation

1.0.5 Control system and associated safety hardware

1.0.6 Documentation, engineering and project management services as listed herein

1.0.7 Installation and commissioning services as listed herein

The unit shall be developed to meet the requirements outlined in the specifications referenced in Exhibits 1 - 4. In the performance of this effort the Subcontractor shall:

1.1 Design and Analysis

1.1.1 Design, analyze and document the VTTP (the equipment) to comply with the schedule and technical requirements specified in this Statement of Work and in Exhibits 1 - 4. Three design reviews (Preliminary, Critical, and Pre-Ship) will be held at the Subcontractor's facility to review the entire design for approval by JPL

1.2 Fabrication, Testing, and Shipping

1.2.1 Submit for JPL approval, the scope of the acceptance tests and the quality control procedures to be used in the fabrication process.

PDR

1.2.2 Perform proof and acceptance tests at the Subcontractor's facility that shall fully envelop the performance and operation of the VTTP. The scope of the acceptance and proof tests and the quality control procedures to be used in the fabrication process shall be submitted by the Subcontractor for approval by JPL.

TBD\*  
(\*Subcontractor to provide with proposal)

1.2.3	Deliver one set of templates for locating the VTTP attach points onto the foundation.	TBD (To be negotiated with JPL)
1.2.4	Fabricate and deliver one VTTP and associated support and safety hardware per the requirements of Exhibits 1 - 4. Deliver the packaged equipment from the Subcontractor's facility to the installation site, store the equipment on-site prior to installation, and install the equipment onto the foundation.	TBD*
1.2.5	Deliver the control system per the requirements of Exhibit 1.	TBD*
1.2.6	Provide any and all hardware necessary to allow JPL operators to perform acceptance level testing without support from the Subcontractor.	TBD*
1.3	On-Site Support and Closeout	
1.3.1	Send technical personnel to JPL to assemble and install the VTTP onto the foundation. (Note: No indoor assembly facility will be available.)	TBD*
1.3.2	Uncrate the components, assemble, make all interface connections, program, troubleshoot, test and adjust the VTTP. The Subcontractor is responsible for hiring and directing any and all special construction equipment such as cranes and forklifts required to assemble and install the VTTP.	TBD*
1.3.3	Train JPL's operations and maintenance personnel and correct the documentation to reflect the as-installed condition.	TBD*
1.3.4	Meet all interface responsibilities as shown in paragraph 1.4.2 and Exhibit 3.	According to paragraph 1.4.2 and Exhibit 3
1.3.5	Participate in meetings with JPL and other subcontractors to establish schedules and status the progress of the work.	As required, through subcontract end date
1.3.6	Provide any special tools or fixtures needed to install and maintain the equipment and a set of spare parts as agreed upon with JPL.	
1.3.7	Upon completion of the VTTP installation, direct an acceptance test(s) to be performed by JPL's trained operations and maintenance personnel. The final acceptance test(s) shall fully envelop the performance and functionality of the VTTP and shall demonstrate	<b>36 weeks</b> after date of subcontract (ADOS)

compliance to all of the applicable requirements stated in Exhibits 1 - 4.

- |         |  |                                       |
|---------|--|---------------------------------------|
| 1.3.8   | Provide final, as-built copies of all required documentation and close out all open action items to complete the subcontract.  | TBD*                                  |
| 1.3.9   | Be responsible for all communication equipment, office machines, networking equipment and office supplies needed. (Note: Wireless devices including cell phones may not work reliably on the Site due to bandwidth restrictions. If additional space is needed, e.g., trailers for tools and parts, the Subcontractor shall state this requirement as part of the response to this RFP.) |                                       |
| 1.4     | Documentation  |                                       |
| 1.4.1   | Deliver all VTTP documentation to JPL for concurrence in accordance to Exhibit 1, Section 4.0 and Exhibit 4.   | Per Exhibit 4                         |
| 1.4.2   | Deliver preliminary interface drawings and documentation per Exhibit 1, Section 4.3  | PDR                                   |
| 1.4.3   | Provide JPL with a complete CAD model and updates, if requested by JPL, of the VTTP. The format of the CAD model shall be per Exhibit 1, Section 4.0.  | Start-up, PDR, CDR, PSR               |
| 1.5     | Program Management   |                                       |
| 1.5.1   | Primary Contact  |                                       |
|         | Designate a primary technical contact for all issues concerning the design, development, and delivery of the VTTP.   |                                       |
| 1.5.2   | Schedule   |                                       |
| 1.5.2.1 | Develop a milestone schedule for the detailed design, assembly, test, and delivery of the VTTP   | TBD*                                  |
| 1.5.2.2 | Maintain milestone schedule updates  | Monthly, through subcontract end date |
| 1.5.3   | Action Item Log  |                                       |
|         | Maintain an action item log with each action numbered, including a description, date assigned, date completed, responsible individual and company, and a reference to the resolution of the item.  | TBD*                                  |

- |         |  |                                       |
|---------|--|---------------------------------------|
| 1.5.4   | Reviews and Meetings   |                                       |
| 1.5.4.1 | Report to JPL test anomalies as they are discovered.   | As needed                             |
| 1.5.4.2 | Provide weekly status report by phone to the JPL.  | Weekly, through subcontract end date  |
| 1.5.4.3 | Hold monthly meetings at the Subcontractor's facility.   | Monthly, through subcontract end date |
| 1.5.5   | Preliminary Design Review (PDR)  | 1 month ADOS                          |
| 1.5.5.1 | Generate a preliminary status package that includes the preliminary design concept for the VTTP and all support equipment, the control system preliminary design, and a draft theory of operation. The PDR shall finalize all VTTP interfaces and facility requirements. |                                       |
| 1.5.5.2 | Include in the review the preliminary design's adherence to Exhibit 1 and other relevant specifications, as well as the cost and schedule information to date.   |                                       |
| 1.5.6   | Critical Design Review   | TBD*                                  |
| 1.5.6.1 | Generate a midterm status review package that includes detailed design and analysis of the VTTP and all support equipment. This review should be held prior to commencing fabrication of the VTTP.   |                                       |
| 1.5.6.2 | Provide theory of operation, personnel safety, and adherence to relevant government and industrial codes and specifications.   |                                       |
| 1.5.6.3 | Provide cost and schedule information to date.   |                                       |
| 1.5.7   | Pre-Ship Review  | TBD*                                  |
| 1.5.7.1 | Deliver a final review package containing all documentation requested in Exhibits 1 and 4 for review by JPL engineering, quality assurance, and safety.  |                                       |
| 1.5.7.2 | Deliver a package summarizing the results of acceptance testing, conformance to codes, and third party concurrence, where applicable.  |                                       |
| 1.5.7.3 | Provide delivery, transport, and on-site assembly plan, as well as final cost and schedule information.  |                                       |

1.5.8 Quality Control Plan

PDR

- 1.5.8.1 Submit the Quality Control Plan that will be implemented on this project, including Quality Control Plans for all major subcontractors.

1.6 Exhibits:

The following Exhibits are hereby incorporated into and made a material part of the Subcontract:

- 1.6.1 Exhibit 1 - Detail Specification for the VTTP for the Touchdown Dynamics Testbed, dated 4/15/05.
- 1.6.2 Exhibit 2 - Variable Tilt Terrain Platform Figures, dated 4/15/05.
- 1.6.3 Exhibit 3 - Interface Responsibility Matrix, dated 4/15/05.
- 1.6.4 Exhibit 4 - Documentation Submittal Matrix, 4/15/05.
- 1.6.5 Exhibit 5 - Subcontractor Roster Form, dated 4/15/05.

2.0 JPL will:

- 2.1 Approve or disapprove documents submitted for JPL approval within ten (10) working days.
- 2.2 Provide additional technical details about the design environment as needed to complete the detailed design of the unit.
- 2.3 Provide necessary interface and facility information necessary for VTTP implementation
- 2.4 Provide interfaces as specified by the Subcontractor in accordance with this Statement of Work and Exhibits 1 and 3.
- 2.5 Ensure that any JPL-provided hardware specified by the Subcontractor as needed for assembly, maintenance, and operation is available and ready for use at the time of critical need.

3.0 Delivery Requirements

- 3.1 Except as otherwise provided in this Subcontract, the point of inspection, acceptance and delivery of all supplies deliverable under this Subcontract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. All such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Subcontractor's expense to the point of delivery.



- 3.2 Time is of the essence in the performance of this Subcontract.
- 3.3 The Subcontractor shall furnish the cognizant JPL Subcontracts Manager with the annual and final reports of reportable items described in the Article entitled "New Technology." A copy of transmittal letters for those reports shall also be sent to the Intellectual Property Office (IPO). **<OR>** Interim report every 12 months commencing on Date of Subcontract-Final Report within three months of completion of work
- 3.4 The Subcontractor shall provide the cognizant JPL Subcontracts Manager with the annual and final reports of subject inventions described in the Article entitled "Patent Rights - Retention by the Contractor (Short Form)." A copy of transmittal letters shall be sent to the Intellectual Property Office (IPO). Interim report every 12 months commencing on Date of Subcontract-Final Report prior to Subcontract completion
- 3.5 Form SF 294, "Subcontracting Report for Individual Contracts" *(Note: Not required from Subcontractor that is a small business or foreign)* SF 294 from date of Subcontract thru March 31 and September 30 and semiannually thereafter through Subcontract completion
- 3.6 Form SF 295, "Summary Subcontract Report" *(Note: Not required from Subcontractor that is a small business or foreign)* SF 295 from date of Subcontract thru March 31 and September 30 and semiannually thereafter through Subcontract completion

## ARTICLE 2. PRICE AND PAYMENT

1.0 Total Fixed Price: \$ TBD

<OR>

2.0 Total Fixed Price: \$ TBD. Progress payments will be allowed according to the terms set forth in the Additional General Provision entitled "Progress Payments - Small Business."

<OR>

3.0 Total Fixed Price: \$ TBD. Progress payments will be allowed according to the terms set forth in the Additional General Provision entitled "Progress Payments."

<OR>

4.0 Partial Payments will be made in accordance with the following schedule:

	<u>Deliverable</u>	<u>Partial Payment Amount</u>
1.	TBD	TBD

Provisional partial payments in the amounts above (less applicable progress payments made) shall be made to the Subcontractor upon delivery and acceptance of those deliverables. Provisional payments shall be made subject to final acceptance of all deliverables. Should the subcontract be terminated prior to final acceptance of all deliverables, JPL shall be entitled to an appropriate equitable adjustment and possible return of all or a portion of the provisional partial payments made.

5.0 Invoices. Invoices shall be submitted, in triplicate, to JPL Supplier Payment Section, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109

<OR>

6.0 Invoices. Invoices shall be submitted, in triplicate, to JPL Supplier Payment Section, M/S 601-208, 4800 Oak Grove Drive, Pasadena, California 91109.

The Subcontractor shall attach to each invoice, submitted in accordance with the General Provision of this Subcontract entitled "Payments and Discounts," a fully completed "Contractor's Request for Progress Payment," Standard Form 1443, or equivalent.

**Detailed billing instructions and samples that will ensure the correct processing of your invoices can be found at the following link:**

[http://acquisition.jpl.nasa.gov/pdf/FP\\_Billing.pdf](http://acquisition.jpl.nasa.gov/pdf/FP_Billing.pdf)

## ARTICLE 3. LIMITATION OF JPL's OBLIGATION

- 1.0 The Firm Fixed Price of this Subcontract is the amount set forth in paragraph 1.0 of ARTICLE 2, PRICE AND PAYMENT, subject to the limitations set forth in this Article.
- 2.0 Subject to paragraph 6.0 below, the amount set forth in Period No. 1 of the following Incremental Liability Schedule reflects the maximum limitation of the Institute's liability for all purposes, including incurred costs, termination costs (including amounts payable with respect to subcontracts and settlement costs) and allowance for profit or fee:

## INCREMENTAL LIABILITY SCHEDULE

<u>Period No.</u>	<u>Cumulative Maximum Liability</u>	<u>Terminal Date</u>
TBD	TBD	TBD

- 3.0 It is anticipated that JPL shall, prior to the terminal date, if any, of the Period specified in the first line of paragraph 2.0 above, issue a Unilateral Modification to revise the maximum limitation to the amount set forth in the next successive period. The determination as to whether to issue such a modification shall be at JPL's sole discretion. In the event that JPL does not issue such a modification prior to the terminal date, this Subcontract shall, unless the Subcontractor requests a terminal date extension in writing prior to the terminal date, be deemed terminated for convenience and the Subcontractor shall proceed as if the Subcontractor has received a Notice of Termination pursuant to the GP Article entitled "Termination for Convenience." JPL shall, upon receipt of a written request from the Subcontractor for Terminal Date extension, immediately issue a unilateral modification extending the Terminal Date in accordance with Subcontractor's request. If the Subcontractor or JPL have reason to believe that any other change in the Incremental Liability Schedule would be in the best interest of the subcontract effort, the Subcontractor or JPL may notify the other party in writing to that effect, together with the requested change. If the Subcontractor and JPL agree with the requested change, the Incremental Liability Schedule will be revised by Supplemental Agreement to the Subcontract.
- 4.0 In the event that JPL issues such a UM to increase the liability after the terminal date, the Subcontract shall no longer be deemed terminated, and such UM shall have the same effect as if it had been issued prior to the terminal date; provided however, that if JPL's failure to issue the UM by the terminal date caused an increase of the cost of, or the time required for, performing this Subcontract, because the Subcontractor proceeded as if a Notice of Termination had been issued, an equitable adjustment shall be made in (i) the Subcontract Price, the time of performance, or both; and (ii) other affected terms of the Subcontract. The Subcontractor must assert its right to such equitable adjustment within 30 days of receipt of the UM. However, if JPL decides that the facts justify it, JPL may receive and act upon a proposal submitted before final payment of the Subcontract. Subject to paragraph 6.0 below, in the event that this Subcontract is terminated pursuant to this Article, or otherwise terminated by JPL pursuant to the GP Article entitled "Termination for Convenience," the cumulative liability amount set forth in the Incremental Liability Schedule for the Period referenced in the first sentence of paragraph 2.0 of this Article, reflects JPL's maximum liability notwithstanding anything to the contrary in the GP Article entitled "Termination for Convenience," or the value of supplies and services delivered to and retained by JPL.
- 5.0 The Subcontractor has used the Incremental Liability Schedule to plan its progress payments, partial payments, obligations and termination liability. It is a management prerogative of the

Subcontractor to determine if any part of these elements are to be under funded or at risk (relative to the Incremental Liability Schedule) for any period of time. This is a firm fixed price type Subcontract. The Subcontractor assumes all risk for any variance between planned and actual costs, including planned and actual termination liability. The Subcontractor is strictly liable for all cost variances, including cost variances attributable to indirect rate changes and shall in no event be excused from the obligation to complete performance in accordance with the price, delivery schedule, and technical requirements of this Subcontract.

- 6.0 If the Subcontract is modified, the provisions of this Article shall not limit the Subcontractor's obligation pursuant to GP Article entitled "Changes," to diligently pursue the performance of the Subcontract as modified. In the event that a unilateral modification contains a liability limit for work performed under such modification, the Subcontractor's obligation to pursue performance of such modification and the Institute's liability for such modification, shall, until the UM(s) is bilaterally settled, be limited by the amount of the liability limit included in the UM. Until such a UM is settled, the liability limit on the UM does not increase the baseline liability in paragraph 2.0. In the event that this Subcontract is deemed terminated pursuant to paragraph 3.0 of this Article or the GP Article entitled "Termination for Convenience," prior to the settlement of an outstanding UM(s), the Institute's maximum liability for all purposes, including incurred costs, termination costs (including amounts payable with respect to subcontracts and settlement costs and consideration for delivered supplies and services) and allowance for profit or fee, shall be no more than the sum of the cumulative liability amount set forth in the Incremental Liability Schedule for the Period referenced in the first sentence of paragraph 2.0 of this Article, plus the liability limit(s) set forth in the UM(s).
- 7.0 Unilateral Modification Liability Limits.
  - 7.1 Reserved.
  - 7.2 Reserved.
- 8.0 In the event that this Subcontract contains a provision providing for progress payments, such provision shall be subject to the limitations set forth in this Article and the "contract amount" referred to in any such provision for progress payments is the Firm Fixed Price of this Subcontract set forth in paragraph 1.0 of ARTICLE 2, PRICE AND PAYMENT.
- 9.0 The provisions of this Article shall in no way limit the Institute's rights under the GP Article entitled Default.

#### ARTICLE 4. OPTION PROVISION

- 1.0 JPL shall have the option to modify this Subcontract to the extent as specified in the paragraph(s) under this Article. This option may be exercised at anytime prior to the scheduled delivery date of the VTTP by JPL issuing a Subcontract Unilateral Modification. Except for the below modifications, all terms and conditions of this Subcontract shall remain the same.
- 2.0 If the option is exercised, the Subcontract will be modified as follows:
  - 2.1 Under Article 1. Statement of Work and Delivery Instructions, add the following paragraphs:
    - 1.5.9 Screed Option
      - 1.5.9.1 Deliver and install a screeding system with all of equipment needed to operate and maintain it. (Due On or Before: TBD\*)
      - 1.5.9.2 Perform a factory acceptance test of the screeding system to demonstrate compliance to all of the applicable specifications. (Due On or Before: TBD\*)
      - 1.5.9.3 Install the screeding system along with the rest of the VTTP at JPL. (Due On or Before: TBD\*)
      - 1.5.9.4 Perform an on site acceptance test of the screeding system to demonstrate compliance of all of the applicable specifications. (On or Before 36 weeks ADOS)
      - 1.5.9.5 Train JPL personnel on the operation and maintenance of the screeding system. (On or Before 36 weeks ADOS)
      - 1.5.9.6 Provide detailed documentation of the screeding system per exhibit 1, section 4. (Due On or Before: TBD\*)
  - 2.2 Under Article 2. Price and Payment, delete Total Fixed Price: \$ TBD, and substitute:  
Total Fixed Price: \$ TBD

## ARTICLE 5. SPECIAL PROVISIONS

### 1.0 Personnel Processing

- 1.1 Subcontractor personnel shall report to the JPL Security Group Office for:
  - 1.1.1 Check-in processing before commencing work, and
  - 1.1.2 Check-out processing when terminating.
- 1.2 Separation check-out will include the return of all Government property and badges, documents, and tools that may have been provided by JPL during each individual's performance under this Subcontract.

### 2.0 Warranty

- 2.1 The period of warranty shall be eighteen (18) months from the date of delivery.

#### **If foreign company, the following special provisions are applicable:**

### 3.0 Arbitration:

- 3.1 In the event of a dispute arising between the Institute and the subcontractor arising out of, or in any way related to this Agreement, the parties shall attempt to resolve their dispute by mediation. Individuals from both parties shall attempt in good faith to negotiate a resolution of the dispute. If both parties agree, a mediator acceptable to both parties, shall mediate the negotiations. At any time, either party may provide written notification of the dispute to the other party. If the parties have not succeeded in negotiating a resolution of the dispute within 30 days after receipt of a written notification of the dispute by either party, then the dispute shall be resolved in accordance with the paragraphs set forth below.
- 3.2 Any controversy or claim arising out of or relating to this subcontract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its International Arbitration Rules, with reference to the Large Complex Case Procedures in cases over 1 million dollars, and as modified herein. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
  - 3.2.1
    - 3.2.1.1 When both parties agree that the current dollar value in dispute is less than \$10 million at the time a request for arbitration was submitted to the AAA, there shall be one arbitrator who shall have training in common law appointed by the AAA.
    - 3.2.1.2 1.2.1.2 If both parties do not agree that the current dollar value in dispute is less than \$10 million at the time a request for arbitration was submitted to the AAA, there shall be three arbitrators. One each selected by each of the parties to the arbitration, and the third, who shall have training in common law, to be appointed by the AAA.

3.2.2 The place of arbitration shall be Los Angeles, CA, U.S.A.

3.2.3 The language of the arbitration shall be English.

3.3 This subcontract shall be governed by the Federal Acquisition Regulation of the United States of America, as supplemented by the NASA Federal Acquisition Regulation Supplement and related legal precedent, with reference to the Caltech and NASA Prime Contract current at the time of this subcontract's formation, and specifically excluding the U.N. Convention on Contracts for the International Sale of Goods.

3.4 This clause shall be binding upon both parties for no more than 180 days after receipt of final payment or final acceptance, whichever is later.

4.0 Authorization to Perform:

4.1 The subcontractor warrants that it has been duly authorized to operate and do business in the country or countries in which this subcontract is to be performed; that it has obtained or will obtain, at no cost to the Institute, all necessary licenses and permits required in connection with the subcontract; and that it shall fully comply with all laws, decrees, labor standards, and regulations of such country or countries during the performance of this subcontract.

5.0 Foreign Customs and Export Control:

5.1 The subcontractor shall obtain all necessary and appropriate permits and/or licenses to permit export of all deliverables from whatever country in order to ensure timely delivery.

5.2 The subcontractor shall retain the services of a customs agent or interface with Customs Officials and obtain all necessary and appropriate permits and licenses in order to clear imports of goods and information enroute to its facilities in a timely manner.

6.0 International Shipping Instructions:

6.1 Shipment should be addressed and invoiced to Jet Propulsion Laboratory, 4800 Oak Grove Dr., Pasadena, CA 91109, C/O Packair Customs House Broker, Los Angeles International Airport, Attn: (Ms. Suzette Baugh). The subcontract number must appear on all packages and documents, including invoices.

6.2 Prior to or at the time of shipment, please fax a copy of invoice and the carrier's air waybill to Attn: JPL Shipping and Receiving Supervisor, (818) (393-5029). The invoice should at a minimum list: the items being shipped, associated values, the JPL purchase order number, the name of the carrier, and the carrier's air waybill number.

6.3 If this Subcontract indicates "freight paid by JPL," do not charge JPL for insurance for shipped items, since invoices for freight insurance cannot be paid by JPL.

7.0 Language of Subcontract:

- 7.1 In the event of any inconsistency between any terms of this subcontract and any translation into another language, the English language meaning shall control. All communications relating to the subcontract shall be entirely in English using the same technical standards used in the specifications of the subcontract.



IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

**CALIFORNIA INSTITUTE OF TECHNOLOGY**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**SUBCONTRACTOR - TBD**

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**Instructions to Subcontractor: Do not insert date on Preamble page.**